

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 11 PAGES		
2. CONTRACT (Proc. Inst. Indapt.) NO. SPM3S1-12-D-Z127		3. EFFECTIVE DATE 8-13-12		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 Christie Colafanni (215) 737-5291		CODE SP0300	6. ADMINISTERED BY (If other than item 5) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB, OH 45433-5302		CODE S3605A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AmeriQual Group, LLC 18200 Highway 41 North Evansville, IN 47725			8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)				
9. DISCOUNT FOR PROMPT PAYMENT			To be identified on each delivery order				
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			ITEM				
CODE 08KA0		FACILITY CODE					
11. SHIP TO/MARK FOR To be identified on each delivery order		CODE	12. PAYMENT WILL BE MADE BY DFAS-BVDP PO Box 369031 Columbus, OH 43236-9031				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)		14. ACCOUNTING AND APPROPRIATION DATA 97X49305.CBX.6022317.15210100.001633189					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	See page 2						
16G. TOTAL AMOUNT OF CONTRACT \$ 114,169,016.98 (estimated)							
16. TABLE OF CONTENTS							
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	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or Print) John D Knapp Senior Vice President				20A. NAME OF CONTRACTING OFFICER EILEEN FRIEL			
19B. NAME OF CONTRACTOR BY <i>John D Knapp</i> (Signature of person authorized to sign)		19C. DATE SIGNED 8-13-12		20B. UNITED STATES OF AMERICA BY <i>Eileen Friel</i> (Signature of Contracting Officer)		20C. DATE SIGNED 8-13-12	
AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is NOT usable				STANDARD FORM 26 (REV. 5/2011) Prescribed by GSA • FAR (48 CFR) 63.214(a)			

SPM3S1-12-D-Z127
AMERIQUAL GROUP, LLC

DESCRIPTION OF SUPPLIES AND SCOPE OF WORK

1) CONTRACT AWARD

- a) This contract constitutes the Government's acceptance of the Contractor's offer, including all revisions and amendments hereto, under Request for Proposals SPM3S1-12-R-7104. This also includes the Contractor's Surge and Sustainment Plan (see page 8), Product Protection Plan, Integrated Pest Management Program Plan, and Small Business Subcontracting Plan. It is an Indefinite Delivery Indefinite Quantity Contract (IDIQ) under which the Contractor shall function as the supplier of NSN 8970-01-584-8759 in accordance with ACR-F-08 required by Military customers.
- b) Performance under this contract shall be governed by the terms and conditions of RFP SPM3S1-12-R-7104 including amendments, to which the Contractor's offer took no exception, and those terms and conditions acceptable to both the Contractor and the Government.

2) CONTRACT PERIOD

For the base period of the contract, the ordering period shall commence on the date of award and shall continue for one calendar year thereafter. The contract contains an option to extend the term of the contract as specified in the solicitation clause 52.217-9 Option to Extend the Term of the Contract. Should the Government decide to exercise the option(s), the contractor agrees to furnish the proposed items during the option period(s) specified in the schedule subject to the terms and conditions specified in paragraph (b) of the solicitation clause cited above. If and when any option is exercised, the ordering period for the option period shall commence on the day following the last day of the preceding contract period and shall continue for one calendar year thereafter.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 3 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years. (End of clause)

3) **DELIVERY**

- a) Supplies, ordered under this contract, shall be delivered F.O.B. Origin.
- b) This is an IDIQ and does not authorize delivery of any material. Delivery shall be made only as authorized by orders issued in accordance with clause 252.216-7006 Ordering, and clause 52.211-9020 Time of Delivery- Accelerated Delivery, as set forth in this contract. With respect to each delivery order under this contract, the contractor shall make delivery within 90 days after date of the order.

52.211-9062 Delivery Requirements (Sept 2009) - DLAD

- a.) The government will insist on delivery in strict accordance with the contractual delivery schedule. The dates specified for delivery are the dates required for arrival of the supplies at destination. When transportation terms are F.O.B. Origin, in order for this delivery to be satisfied, the contractor should release shipment to the carrier 15 days prior to the date shown in the schedule.
- b.) When DLAD clause 52.211-9020 entitled "Time of Delivery-Accelerated Delivery" applies, the contractor may delivery any time prior to, but no later than the specified delivery date as defined in paragraph (a) above.
- c.) If accelerated delivery is not authorized, i.e. DLAD 52.211-9020 is not included in the award, the contractor may deliver as follows without prior authorization of the contracting officer:
 - 1.) For an F.O.B. Origin award, contractor may release the shipment 15 to 30 days prior to the delivery date cited in the contract.
 - 2.) For an F.O.B. Destination award, contractor may deliver up to 15 days prior to the scheduled delivery date.(End of clause)

252.216-7006 Ordering (May 2011) DFARS

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from Award Date through 365 days after award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
- (3) Orders may be issued orally only if authorized in the schedule.(End of clause)

52.211-9020 Time of Delivery - Accelerated Delivery (Jun 2008) - DLAD

Unless otherwise authorized in the award, accelerated delivery is acceptable only if there is no additional cost or obligation to the Government for accelerated delivery.(End of Clause)

- c) ***Inspection and Acceptance.*** Supplies, ordered under this contract, shall be inspected by the USDA and Army Veterinary at origin, in accordance with clause 52.246-9023 General Inspection Requirements, and as specified in RFP SPM3S1-12-R-7104.

Place of Performance

AmeriQual Group, LLC D/B/A
AmeriQual Packaging
225 West Morgan Avenue
Evansville, IN 47710

Inspection Offices

Army Veterinary Activity (AVI)

Inspection Office

USDA, AMS, FV, PPB
Anthony G. Chartrand, OIC
4318 North Technology Drive
South Bend, IN 46628-9752

Retort Items:

Place of Performance

AmeriQual Foods
18200 Highway 41 North
Evansville, IN 47711

Inspection Office

Same as above

Miscellaneous Items:

Place of Performance

TransPackers, Inc.
419 Vandervoort Avenue
Brooklyn, NY 11222-5313

Inspection Office

USDA, AMS, FV, PPB
William Wright, OIC
Park Plaza Professional Bldg Ste 304
622 Georges Road
North Brunswick, NJ 08902-3377

Place of Performance

Sterling Foods, Inc.
1075 Orion Parkway
San Antonio, TX 78216

Inspection Office

USDA, AMS, FV, PPB
Dwain Parrish, OIC
3622 Moreland Drive
Weslaco, TX 78596-9131

Place of Performance

SOPAKCO, Inc. D/B/A
SOPAKCO Packaging
118 South Cypress Street
Mullins, SC 29574

Inspection Office

USDA, AMS, FV, PPD
Clyde Mitchell, OIC
1651 Phoenix Blvd., Suite 1
College Park, GA 30349-5552

Place of Performance

SOPAKCO, Inc. D/B/A
SOPAKCO Packaging
320 South Broad Street
Bennettsville, SC 29512

Inspection Office

Same as above

Place of Performance

Jianas Brothers Packaging Co.
2533 Southwest Boulevard
Kansas City, MO 64108-2395

Inspection Office

USDA, AMS, FV, PPD
Dwain Parrish, OIC
3622 Moreland Drive
Weslaco, TX 78596-9131

Place of Performance

Bridgford Foods of North Carolina
112 Progress Place
Statesville, NC 28677

Inspection Office

USDA, AMS, FV, PPD
Clyde Mitchell, OIC
1651 Phoenix Blvd., Suite 1
College Park, GA 30349-5552

Place of Performance

ThermoPac
1609 Stone Ridge Drive
Stone Mountain, GA 30083

Inspection Office

Same as above

Authorized Production Standards:

Entrees and Side Items	Lot #
Bagel	1319
Baked Snack Cracker, Hot & Spicy Cheese	1293
Beef Snack, BBQ	1313
Beef Snack, Cranberry	1326
Beef Snack Teriyaki	1313
Beverage Base, Type II, Lemon-Lime	1304
Beverage Base, Type II, Grape	1304
Beverage Base, Type II, Fruit Punch	1326
Beverage Base, Type II, Orange	1269
Beverage Base, Type II, Lemonade	1304
Beverage Base, Type II, Tropical Punch	1304
Candy, Caffeinated Mints	1301
Chewing Gum, Peppermint	11262
Chewing Gum, Cinnamon	11277
Chicken, BBQ	1293 6B
Chicken, Garlic and Herb	1293
Chicken Chunks	1306C

Chocolate Protein Shake	1311
Coffee	1243
Crackers, Plain	1293
Dairy Shake, Strawberry Banana	1278
Dairy Shake, Vanilla	1286
Dessert Bar, Mocha	1276
Dessert Bar, Chocolate Banana Nut	1277
Dessert Bar, Peanut Butter	1286
Energy Gel, Mixed Berry	1311
Filled Apple Turnover	1280
Filled Blueberry Turnover	1294
Filled Cinnamon Bun	1294
Filled French Toast	1280
Filled Snack Cracker, Cheddar	1264
Filled Snack Pretzel, Cheddar	1270
Filled Wrap, BBQ Pork	1300
Filled Wrap, Mexican Beef	1300
FIRST STRIKE Bar, Apple-Cinnamon	1269
FIRST STRIKE Bar, Chocolate	1270
FIRST STRIKE Bar, Cran-Raspberry	1278
FIRST STRIKE Bar, Mocha	1271
Fruit, Dried Cranberries	1300
Fruit, Raisins	1290
Fruit, Zapplesauce	1283
Fruit, Zapplesauce Cinnamon	1308A
Gum, Caffeinated, Peppermint	1274
Gum, Caffeinated, Cinnamon	1206A
Hot Sauce	1223
Nut Fruit Mix, Type II	1304
Nut Fruit Mix, Type III	1305
Nuts, Almonds	1276
Peanut Butter, Smooth	1313A
Salt	1285
Sandwich, BBQ Chicken	1297
Sandwich, Beef Nacho	1305
Sandwich, Honey BBQ Beef	1291
Sandwich, Breakfast Bacon Cheddar	1278
Sandwich, Pepperoni	1283
Sandwich, Italian Style	1285
Salmon, Mango Chipotle	1314
Snack, Corn Kernels	1293
Pretzels	1299
Spread, Cheddar Potato Bacon	1312
Sugar	1265
Toaster Pastry, Brown Sugar Cinnamon	1298
Turkey Snack, Smoked	1313

4) **CONTRACT UNIT PRICES**

CLIN 0001

NSN: 8970-01-584-8759

Base Year Unit Price: \$98.88 CS

Option Year One Unit Price: \$101.00 CS

Option Year Two Unit Price: \$102.66 CS

Option Year Three Unit Price: \$105.24 CS

Option Year Four Unit Price: \$105.74 CS

Yearly Minimum Ordering Quantity: 100,000 CS

Yearly Maximum Ordering Quantity: 290,300 CS

The total maximum quantity that can be ordered per year is the amount(s) that you provided in your Surge & Sustainment Plan, if surge is invoked.

5) **PAYMENT**

a) **Terms.** Payment terms are Net 30 Days.

b) **Electronic Invoicing.** The Contractor shall submit electronic invoices to the following payment office:

DFAS Columbus Center
DFAS BVPD (SL4701)
P.O. Box 369031
Columbus, OH 43236-9031

Remit to Address: AmeriQual Group, LLC
18200 Highway 41 North
Evansville, IN 47725

6) MISCELLANEOUS

- a) Contractor shall submit the following items to DLA Troop Support and have each item determined acceptable prior to the start of production on this contract:

- Caffeinated Chocolate Pudding PDM

- Surge and Sustainment Plan

AmeriQual shall submit firm numbers for the FSR that are independent of the production of other Operational Rations on Government contracts. These numbers will be the numbers used for AmeriQual's Surge and Sustainment plan that will apply to this contract.

- b) Caffeinated Gum specification was updated to the following: "The caffeinated chewing gum (8925-01-530-1219) may be either Type VII (Disk), as specified, or Type I, Size C (Tablet, Large). The tablet shall weigh not less than 2.5 g (0.09 oz.) and the dimensions shall not be less than 1.65 cm (0.65 in) in length, 1.30 cm (0.50 in) in width, and 0.38 cm (0.15 in) in thickness."

c) **FSR Menus**

The following is a list of the menus for the FSR that are to be provided under this contract:

Menu #1

Filled French Toast
Sandwich, Breakfast Bac. Ch.
Sandwich, Pepperoni
Cheese Spread, Jalapeno
Snack Bread
Dessert Bar, Peanut Butter
First Strike™ Bar, Chocolate
Beef Snack, Teriyaki
Beef Snack, Barbeque
Snack, Pretzels
Fruit, Zapplesauce®,
Cinnamo
Nut Fruit Mix, Type III
Chocolate Protein Drink
Beverage (1) 1/
Gum, Caffeine, Cinnamon
Hand Cleaner
Re-closeable Plastic Bag
Spoon
Accessory Packet B

Menu #2

Toaster Pastry
Sandwich, Italian Style
Chicken Chunks
Tortillas
Peanut Butter
Crackers
Dessert Bar, Mocha
First Strike™ Bar, Apple-
Cinnamon
Beef Snack, Teriyaki
Beef Snack, Barbeque
Fruit, Zapplesauce®
Fruit, Dried, Cranberries
Nuts, Almonds
Beverages (2) 1/
Gum, Caffeine, Peppermint
BBQ Sauce
Hot Sauce 2/
Hand Cleaner
Re-closeable Plastic Bag
Spoon
Accessory Packet B

Menu #3

Cake, Lemon Poppy Pound
Sandwich, Honey BBQ Beef
Salmon, Mango Chipotle
Tortillas
Cheese Spread, Plain
Crackers
Dessert Bar,
Chocolate Banana Nut
First Strike™ Bar, Mocha
First Strike™ Bar, Cran-
Raspberry
Snack, Corn Kernels
Fruit, Zapplesauce®
Nut Fruit Mix, Type III
Beverages (2) 1/
Candy, Caffeinated Mints
Mayonnaise
Hot Sauce 2/
Hand Cleaner
Re-closeable Plastic Bag
Spoon
Accessory Packet A

Menu #4

Filled Cinnamon Bun
 Filled Wrap, Mexican Beef
 Chicken, BBQ
 Cheese Spread, Jalapeno
 Snack Bread
 Beef Snack, Cranberry Nugget
 Dessert Bar, Peanut Butter
 First Strike™ Bar, Mocha
 Energy Gel, Mixed Berry
 Snack, Filled Pretzel, Cheddar
 Fruit, Zapplesauce®
 Fruit, Raisins
 Beverages (2) 1/
 Gum, Caffeinated, Cinnamon
 Hot Sauce 2/
 Hand Cleaner
 Re-closeable Plastic Bag
 Spoon
 Accessory Packet A

Menu #5

Filled French Toast
 Toaster Pastry
 Sandwich, BBQ Chicken
 Salmon, Mango Chipotle
 Peanut Butter, Plain
 Crackers, Plain
 Turkey Snack
 Snack, Corn Kernels
 First Strike™ Bar, Cran-
 Raspberry
 Energy Gel, Mixed Berry
 Nut Fruit Mix, Type II
 Fruit, Zapplesauce®, Cinnam
 Chocolate Protein Drink
 Beverage (1) 1/
 Candy, Caffeinated Mints
 Hand Cleaner
 Re-closeable Plastic Bag
 Spoon
 Accessory Packet C

Menu #6

Filled Apple Turnover
 Filled Wrap, BBQ Pork
 Chicken, Garlic and Herb
 Cheese Spread, Plain
 Bagel, Plain
 Beef Snack, Cranberry Nugget
 Snack, Filled Pretzel, Cheddar
 Dessert Bar, Mocha
 First Strike™ Bar, Apple-
 Cinnamon
 Caffeinated Chocolate Pudding
 Fruit, Dried, Cranberries
 Dairyshake,
 Strawberry Banana
 Beverage (1) 1/
 Gum, Caffeinated, Peppermint
 Hot Sauce 2/
 Hand Cleaner
 Re-closeable Plastic Bag
 Spoon
 Accessory Packet C

Menu #7

Filled Blueberry Turnover
 Sandwich, Beef Nacho
 Chicken Chunks
 Spread, Cheddar Potato Bacon
 Crackers, Plain
 Snack Bread
 Snack, Baked Cracker,
 Hot and Spicy Cheese
 Turkey Snack
 First Strike™ Bar, Chocolate
 First Strike™ Bar, Apple-
 Cinnamon
 Nut Fruit Mix, Type III
 Fruit, Zapplesauce®
 Beverages (2) 1/
 Gum, Caffeinated, Cinnamon
 Mayonnaise
 Hand Cleaner
 Re-closeable Plastic Bag
 Spoon
 Accessory Packet A

Menu #8

Filled French Toast
 Sandwich, BBQ Chicken
 Chicken, BBQ
 Bagel, Plain
 Snack, Filled Cracker,
 Cheddar
 Beef Snack, Barbeque
 Beef Snack, Teriyaki
 Dessert Bar,
 Chocolate Banana Nut
 First Strike™ Bar, Mocha
 Fruit, Zapplesauce®, Cinnam
 Nut Fruit Mix, Type II
 Dairyshake, Vanilla
 Beverage (1) 1/
 Gum, Caffeinated,
 Peppermint
 Mayonnaise
 Hand Cleaner
 Re-closeable Plastic Bag
 Spoon
 Accessory Packet A

Menu #9

Filled Cinnamon Bun
 Sandwich, Italian
 Chicken, Garlic and Herb
 Tortillas
 Spread, Cheddar Potato Bacon
 Crackers, Plain
 Snack, Corn Kernels
 Beef Snack, Cranberry Nugget
 First Strike™ Bar, Cran-
 Raspberry
 Caffeinated Chocolate Pudding
 Fruit, Dried, Raisins
 Dairyshake, Vanilla
 Beverage (1) 1/
 Candy, Caffeinated Mints
 Hand Cleaner
 Re-closeable Plastic Bag
 Spoon
 Accessory Packet B

d) Updates to Provisions/Clauses and Additional Clauses to be incorporated:

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010)

252.209-7998 Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law (Deviation 2012-O0007) (Mar 2012)

252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under Any Federal Law (Deviation 2012-00004) (Jan 2012)

52.211-9046 Food and Drug Administration (FDA) Compliance- DLA Troop Support Medical and Subsistence (Nov 2011)

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (Nov 2011)

52.233-9000 AGENCY PROTESTS (NOV 2011)

52.246-9044 Sanitary Conditions (Nov 2011)

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

[] Alternate wording may be negotiated with the Contracting Officer.

(End of provision)

Contractor Code of Ethics (Jan 2012):

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

If this solicitation or contract includes FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18 of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733) When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

NOTICE: Offerors are directed to the language of the following clauses, each of which shall apply to this contract. The clauses are independent of each other and the Government has the full rights and remedies delineated in each clause. None of the clauses affects or limits the rights afforded by the other listed clauses or any other provision of the contract.

1. DLAD 52.211-9046, FDA Compliance (Nov 2011);
2. FAR Clause 52.246-17, Warranty of Supplies of a Noncomplex Nature (June 2003);
3. DLAD 52.246-9045, Federal Food, Drug and Cosmetic Act - Wholesome Meat Act (Aug 2008).